1948. **File No.** O.B.R.O./48

G **BRANCH**

Subject:— Opinion on the cases under the Bombay Rationing Order, 1943.

P.6/C

File No. O/B.R.O/48

Gen. 194 e.

G/10/48

C O N T E N T S .

Legal Department File No. O. /B. R. O. / 48.

Sr.No.	R. I. / O. No.	Subject	Pages-
		Opinions on he cases under the Bombay Rationing Order , 1943.	
1).	4186 / 29-4-1948.	Whether the proportions of 100 % and 50% at which retioned articles can be imported into the Bombay City have got any legal validity or whether a Card holder can be allowed to import. any rationed artiâes of a rate other than 100% or 50% at his weekly ~~quantimx~~ quantam.	1-4.
2).	1475 / 11/2/1948	Whether Khansaheb Ramjanally Jamalbhay can be prosecuted for drawing Kerosene Oil in August September and October 1946 , for industrial use when he had no factory.	5-8.
3).	1384 / 9/2/48/	Clause 7. Whether import of wheat by past parcel is a breach of Rationing Regulation.	9-10.
4).	G/587 / 13-9-48.	Whether a prosecution can be launched against the management of the Swadeshi Mills Ratic~~n~~shop, ~~Kurla~~ Kurla for adulterating the rice supplied by Govt. by mixing Rice ~~of~~ S ~~and~~ sort II with Rice Sort I.	
5).	G//589 / 15/7/1948.	Clause 43. Whether it would be possible to launch prosecutions against the bakers for black market activities of hawkers if clause 43 is ~~amendment~~ ed as suggested by the P.M. II Court in the case No. 5592/P at 1947. King Emp. V/s. Kaikushrg M. Irani.	15-18.

NICS 13/7

PHB 13/7

Office of the R.L.A.

Government order No. 383/I dated the 7th December 1945 provides that no person shall bring into the City of Bombay and the Bombay Suburban District any quantity of the article specified in the schedule appended to the said Order without a licence from the Director of Civil Supplied, Bombay , or an officer authorised by him in that behalf or, where the second proviso to the Order applies, from the ~~xxxix~~ Assistant Controller of Rationing. The second proviso to the Order lays down that such licence shall be granted against cancallation of the appropriate coupons of a ration card available for lawful use in the said area within the month of the issue of the licence where the stocks in the said articles to be brought into the said area do not exceed the quantity represented by the coupons so available in relation to he said articles in combination. The meaning of the expression "do not exceed the quantity represented by the coupons so available in relation to the said articles in combination" is not quite clear. Even on the assumption that the words "in ~~xxx~~ relation to " govern the word "quantity", it may be possible to argue that the intention of this expression was not to restrict the import of the quantity to the exact proportions as prescribed between the several articles, That intention cannot, however, be ruled out altogether , and it is now understood that the present practice is in terms of the interpretation which favours that intention i.e. the quantity of the article imported should not exceed the proportions in which it is available in the rationed area in relation to the rationed articles in combination. Upon that interpretation it will not be possible for Mr. Rowji to import any of the remainging articles in any proportion he likes. If as stated above the intention be that no person should be allowed to import any of the articles

~~x/xxxxfxxx

Office of the R.L.A.

The parcels was received by post. There is no evidence to show that Mr. Pritamdas called for those parcels. They were sent to him. It is, therefore, difficult to hold that he brought the wheat into the rationed area of Bombay. Besides he himself declared it to Government which is an extenuating Circumstance in his favour. It is also not clear whether the sender had obtained an export permit or not.

Mr. Pritamdas received the parcel on 19-8-47and the Rationing authorities directed him on 19-9-47 not to use the wheat till an import permit was obtained. It seems Mr. Pritamdas used the stuff in feeding refugees. It is not clear whether he stock was exhausted before the so called freezing order was issued to him, Clause 7 of the Bombay Rationing Order , 1943 ,provides that no person shall, on or after the rationing date obtain any rationed article for household consumption except and in accordance with the provisions prescribed by or under this order. Though the parcel came by post, Mr. Pritamdas by accepting it can be said to have obtained rationed article without a ration card . However, he informed the authorities about it immediately, and yet he was not asked for a mo nth to get his coupons cancelled or to apply for an import permit. In view of these circumstances prosecution for breach of clause 7 would be inadvisable.

Id/- P.M.L.
dt/- 7/2/

Remembrancer of Legal Affairs.

U.R. to C.S.D. No. 1384 , dated the 9-2-48.

V.V.K. 10/8/56/

5C.

Office of the R.L.A.

The object which the Presidency Magistrate has in view is to eliminate the possibility of bakers' servants carrying on blackmarketing in bread at the instance of the bakers. Hawkers may be a necessity looking to the presnet conditions of the trade .But there is no reason why the bakers should take advantage of the system of hawkers through their servants. A hawker may be required to satisfy the baker that he is acting as the agent of or has been authorised by the owner of the bread ticket. Such requirement has ap prently no connection with ~~lanking~~ linking the hawker with the baker, for the hawker may take his bread from any baker he likes, provided that he satisfies the baker that he has the authority of the owner of the bread ticket.

2. The amendment suggested by the Presidency Magistrate uses the expression "holder in due course of a bread ticket" The expression "holder in due course" has been borrowed from the l aw relating to negotiable instruments. Thus, under the English law " a holder in due course " means a person who takes a negotiable instrument complete and regular on theface of it in good faith and for its value before it is overdue and without notice either of its previous dishonour or of any defect in the title of the person who negotiated it to him. Section 9 of the Negotiable Instruments Act defines "holder in due course" to mean any person who for considration became the possessor of the negotiable instrument without having sufficient cause to believe that many defect existed in the title of the person from whom he derived his title, This definition would not meet out object. On the other hand , it

would suggest that a person can buy a bread ticket from owner which is certainly not our idea. Our endeavour should be to restrict the supply of bread either to the owner of the bread ticket or to a recognised hawker who must produce the authority of the owner along with the bread ticket and must further satisfy that the bread has been delivered to the owner who had given him the authority .

3. The C.S.D. might consider the administrative feasibility of this proposal and refer the case back to the R.L.A. if it is decided to make any amendment in clause 43.

Id/- P.M.L.
dt/- 14/9/

Remembrancer of Legal Affairs.

U.R. to Cofr No. g/ 589 , dated the 15th September 1948.

V.V.K. 10/7/56/

5C.